

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

JAMES A SIGOVICH

NO. 23-10468 MDC
CHAPTER 13

*STIPULATION IN RESOLUTION OF MOTION OF FORD MOTOR
CREDIT COMPANY, LLC FOR RELIEF FROM STAY
RE: 2019 FORD F150 [DOCUMENT NO. 17]*

The parties, by counsel, stipulate as follows and request the same be made an Order of Court:

1. Ford Motor Credit Company, LLC ("Ford Credit") is the purchase money lienholder of a 2019 Ford F-150 [VIN...23819] ("Vehicle") purchased by Debtor, William T. McCann, pursuant to a Motor Vehicle Installment Sale Contract dated May 16, 2022 ("Contract") as attached to the Motion for Relief.

2. Debtor shall continue to maintain liability, casualty and comprehensive insurance on the vehicle with Ford Credit named as additional insured and loss payee as required by the Contract, and provide proof thereof.

3. As of May 9, 2023, the account is post-petition past due for \$2,075.34-plus \$300.00 legal fee and \$188.00 reimbursement for the motion for relief filing fee, for a total of \$2,563.34.

4. Debtor shall tender forthwith the payment due April 28, 2023 [\$691.78], which would leave \$1871.56, to be paid over 6 months beginning May 28, 2023.

5. Beginning May 28, 2023 and for five further months Debtor shall pay directly to Ford Credit the sum of \$691.78 [regular payment] plus \$311.93, for a total of \$1003.71. Thereafter, if payments have been timely made, only regular payment amounts will be due.

6. Debtor shall continue to maintain payments to Ford Credit with the account number (~~61153446~~) [to be redacted] noted thereon and shall be mailed to Ford Credit, in the absence of other directions to:

Ford Motor Credit Company
PO Box 55000
Drawer 55953
Detroit, MI 48255-0953

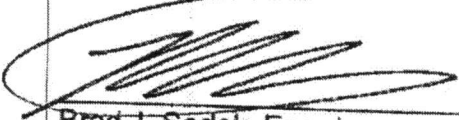
7. In the event Debtor fails to make any payment when due or fails to provide proof of appropriate insurance, then Ford Credit shall send written notice of the default by first class mail to Debtor's counsel (and by email) as well as by first class mail to Debtors addressed to 95 Lavender Drive, Morrisville, PA 19067. If the default is not cured within ten (10) days from the date of the notice, then Ford Credit may certify the default to the Court to obtain an immediately effective [with waiver of F.R.B.P. 4001(a)(3)] relief from stay order to enforce its *in rem* rights as to the Vehicle, without need of further Court hearing.

This may be signed in counterparts, electronically and/or by facsimile.

Date: 5/9/23



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5/9/23

NO OBJECTION/NO POSITION:

/s/ LeeAne O. Huggins May 16, 2023

For Kenneth E West, Trustee
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